THE HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION NO.26772 OF 2005

DATED:15.12.2005

Between:

Maddula Venkat Reddy

…Petitioner

And

The District Level Committee,

Rep. by its Chairman, Warangal, and another

…Respondents

THE HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION NO.26772 OF 2005

ORDER:

The petitioner was granted sand quarry lease in accordance with A.P. Minor Mineral Concession Rules, 1966 initially for a period of one year. Subsequently, he was granted extension for second year on condition of petitioner enhancing lease amount by 10%. The period of lease expired in November, 2002. It appears, the petitioner was prevented from carrying on the lease for a period of two months twenty-nine days while the lease was in force. Therefore, he gave a representation to the second respondent on 7.11.2005 requesting to permit sand quarry for the period during which he could not operate the lease, in vain. Therefore, he filed the present Writ Petition.

The representation given by the petitioner reads as under.

Sir,

I, Maddula Venkat Reddy, S/o.Narsi Reddy, R/o.Gunnapalli, Narsimhulapet Mandal, do hereby would like to submit the following for your kind consideration.

I am the successful highest bidder in the auction held for quarrying and transport of sand in Paleruvagu at Kummarikuntla Village for an amount of Rs.1,16,200/-. I entered into an agreement on 23.11.2000. I secured further rights of quarrying for further period of two years by making excess 10 per cent payment. While this being so, on 22nd August 2002 the Hon'ble High Court stayed the transport of sand and quarrying on that date more than 2 months 29 days agreed lease period was left over. We laid internal roads by spending huge amounts. The roads got washed away due to heavy rains, due to which we sustained huge loss. I pray your kind self to permit me to carry on quarrying for the non-operation period.

Yours sincerely

Sd/-

I, Maddula Venkat Reddy

S/o.Narsi Reddy

R/o.Gunnapalli

Narsimhulapet Mandal

Warangal District.

Even according to the petitioner, the roads laid by the petitioner for quarrying sand washed away due to heavy rains and there was stay by the Court on 22.8.2002. Admittedly, the lease, which was granted to the petitioner with effect from 24.11.2000, expired on 24.11.2002. Curiously, the petitioner approached the second respondent after lapse of three years after expiry of lease. This is one reason for which the petitioner cannot be said to have any right that can be enforced in the Writ Petition, nor a grievance, which can be considered by the second respondent. Secondly, the question whether the petitioner can seek extension of lease beyond the period of lease for whatever reason, is considered by this Court in **Sri Kanaka Durga Agnikula Kshatriya Sand Quarry, Boatsmen & Fishermen Cooperative Society Limited v. District Panchayat Officer** (un-reported judgment in W.P.No.20854 of 2005 and batch, dt.27.9.2005). After referring to various Rules, this Court observed asunder.

A reading of the Rules, as noticed hereinabove, would show that the proviso

to Rule 9-L of the Rules confers a limited right on the existing lessees to continue the lease for a period of sixty days on payment of ten per cent enhanced lease amount. That situation would arise only when the sand reach is not put to auction for the subsequent year. Except to the limited extent, a lessee who is granted the right to quarry sand for a specified period cannot claim any right for extension of lease. The Rule 9-B(1) of the Rules is only enabling provision under which the competent authority can grant lease for a period of two years. In these cases, the leases were granted to the petitioners only upto 30.09.2005 and therefore they have no right to compel the respondents to extend the lease whatever the reason be. The petitioners knowing fully well the business proposition and presumably having inspected the reaches and ramp points, became highest bidders and they cannot now turn around after working the leases for considerable period and see the relief which is not contemplated either under the Rules or the terms of the Contract.

Following the above judgment, the Writ Petition is dismissed.

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(V.V.S.RAO, J)

15.12.2005

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